

05142-0043 CT



SEP 09 2020

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF PIERCE

JEFFREY C. GEHRMANN, married man,

Plaintiff,

NO. 20-2-06760-7

vs.

AMENDED SUMMONS

KNIGHT-SWIFT TRANSPORTATION
HOLDINGS INC. f/k/a SWIFT
TRANSPORTATION CO. LLC, a foreign
corporation or limited liability company,
CR ENGLAND INC., a foreign corporation,
MOHAVE TRANSPORTATION
INSURANCE CO, a foreign corporation, and
INTERSTATE EQUIPMENT LEASING LLC.,
a foreign limited liability company,

Defendants.

TO THE DEFENDANTS:

A lawsuit has been started against you in the above-entitled court by the Plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served on you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 20 days after the service of this summons, excluding the day of service, or a default judgment may be

AMENDED SUMMONS - 1

Froehling Hendricks PLLC
510 East Main, Suite F
Puyallup, Washington 98372
(253) 770-0116

1 rendered against you without notice. A default judgment is one where Plaintiff is entitled to
2 what he asks for because you have not responded. If this summons is served outside the State
3 of Washington you have 60 days within which to respond. If you serve a Notice of
4 Appearance on the undersigned person you are entitled to notice before a default judgment may
5 be rendered.
6

7 You may demand that the Plaintiff file this lawsuit with the court. If you do so, the
8 demand must be in writing and must be served upon the person signing this summons. Within
9 14 days after you serve the demand, the Plaintiff must file this lawsuit with the court, or the
10 service on you of this summons and complaint will be void.

11 If you wish to seek the advice of an attorney in this matter, you should do so promptly
12 so that your written response, if any, may be served on time.
13

14 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
15 State of Washington.

16 Dated this 3rd day of September, 2020.

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ANTONI H. FROEHLING, WSBA #8271
Attorney for Plaintiff

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Plaintiff,

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KNIGHT-SWIFT TRANSPORTATION
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CR ENGLAND INC., a foreign corporation,
MOHAVE TRANSPORTATION
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INTERSTATE EQUIPMENT LEASING LLC.,
a foreign limited liability company,

AMENDED
COMPLAINT FOR BREACH OF
CONTRACT, TORTIOUS DAMAGE
TO PROPERTY, BREACH OF
FIDUCIARY RELATIONSHIP, AND
VIOLATION OF DUTIES OF GOOD
FAITH AND FAIR DEALING

Defendants.

COMES NOW the Plaintiff consistent with the provisions of CR 15 and files the following amended complaint. The amendments are for two purposes; substitute Mohave Insurance Center, Inc. with Mohave Transportation Insurance Co. and substitute Interstate Equipment Leasing, Inc. with Interstate Equipment Leasing LLC. The substitutions are based on information provided by defendants.

I.
PARTIES

1.1 Plaintiff Jeffrey C. Gehrman is a married man residing in the State of Washington.

1.4 Defendant Mohave Transportation Insurance Co. (Mohave) is in the business of providing insurance in the trucking industry. Upon information and belief, Mohave is associated with, or owned by, or contractually connected with Swift.

II. JURISDICTION AND VENUE

2.3 Jurisdiction and venue are proper under RCW 4.12.025 and RCW 4.28.185.

III.
FACTUAL BACKGROUND

3.1 Prior to July 9, 2017, Plaintiff was employed by or was contracted to Defendant Swift. He had been so employed or contracted for approximately 5 years prior to July, 2017. He was employed or contracted with as an owner-operator of a truck.

3.2 At all times relative to this claim, Plaintiff was insured by Defendant Mohave. Upon information and belief, Mojave and Swift had a relationship where those individuals wishing to do business with Swift as owner operators and purchase a truck through Swift and Interstate are directed to Mohave for their truck insurance.

3.3 In approximately 2012 or 2013, Plaintiff wished to purchase a new truck. Since he was driving for Swift, he was encouraged to, and ultimately convinced to purchase the 2012 Kenworth through Swift. Swift thereafter arranged for the financing of the purchase and sale contract to be arranged through Defendant Interstate.

3.4 On July 9, 2017, while Plaintiff's truck was parked at a truck stop in Foristell, Missouri, an employee of Defendant England, who was driving an England truck, collided with Plaintiff's truck.

3.5 The damage to Plaintiff's truck was very significant; the preliminary estimate Plaintiff obtained was in excess of \$45,000.00. That estimate was obtained from a nearby Kenworth dealer, where Plaintiff wanted his truck fixed. Plaintiff was advised the amount was likely to be significantly higher as more damage was discovered during repairs.

3.6 Plaintiff contacted Swift, who in turn advised him to contact Mohave.

1 3.7 During Plaintiff's conversations with the agent at Mohave, he was advised that
2 the quote was "excessive" and Mohave thereafter had the truck towed to a nearby Freightliner
3 dealer, which happened to be a local "hub" for England.

4 3.8 The repair quote from the local Freightliner dealership was significantly lower
5 than the one from Kenworth, and over Plaintiff's objections, repairs were authorized to
6 commence at Freightliner.

7 3.9 It took approximately 6 weeks to complete the initial repairs.

8 3.10 During this time, both Swift and Mohave advised Plaintiff that all repairs to his
9 truck must be "handled" through his insurer, Mohave, and not through England.

10 3.11 After picking up the truck, Plaintiff noticed almost immediately that there were
11 serious issues with the truck, all caused by the accident and supposedly repaired during the
12 initial repairs.

13 3.12 For several months, Plaintiff would find or observe serious problems with the
14 truck, all serious and some life-safety related. The truck was in and out of repair facilities
15 several times to correct those problems.

16 3.13 Initially, Mohave authorized the repairs and paid for them. After the second or
17 third such repair, Mohave refused to make the payments, which in turn were paid for by Swift,
18 but taken out of Plaintiff's pay check. Mohave claimed that those repairs were not related to
19 the accident. During this period, the truck was inoperable numerous times, and Plaintiff would
20 only find out the repair was not authorize after the repairs were started, putting Plaintiff in the
21 position of driving for Swift, but having most of his pay taken out of his check for the repairs
22 that Mohave refused to pay.

3.16 At the time of the accident, Plaintiff's truck had been worth approximately \$90,000.00 and he owed approximately \$12,000.00 on it. Plaintiff lost all of the equity.

IV. CAUSES OF ACTION

4.1 Plaintiff has a Tort claim for all damages related to this accident against Defendant England. England employed the driver that was driving an England truck that collided with Plaintiff's truck. Plaintiff's truck was stationary at the time and the England Driver was negligent in not operating his truck in such a way as to avoid colliding with a lawfully parked truck

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Second Cause of Action

4.3 Defendants Swift, Mohave and Interstate have a contractual, common law and statutory obligation to deal with Plaintiff fairly, in good faith. Plaintiff has a tort claim against these defendants for violation of the obligation of good faith and fair dealing. Plaintiff also has as violation of contract claim against Mohave for not appropriately adjusting his claim for damages to his truck.

4.4 By acting in concert together to essentially force Plaintiff, if he wanted to drive for Swift and purchase a new truck, to purchase his truck through Swift, finance it through Interstate and insure through Mohave, the Defendants have tortuously violated the obligation of good faith and fair dealing. They have put Plaintiff in a position, through no fault of his own, where he has suffered losses which total over \$100,000. Their actions, acting in concert together, have combined to violate statutory and common law duties of good faith, fair dealing and violation of their fiduciary responsibilities owed to Plaintiff.

Third Cause of Action

4.5 By terminating their contractual relationships with Plaintiff on the same day, Swift and Interstate have breached their contract with Plaintiff.

Fourth Cause of Action

4.6 Defendants Mohave and Swift have fiduciary relationships with Plaintiff by reason of their encouraging Plaintiff to trust their working relationship. Plaintiff was advised that the repairs should all be handled by Mohave, because Mohave was Plaintiff's insurance company and would look after Plaintiff's interests and that Plaintiff need not bother making a claim against England or its driver. Swift at all times both advised Plaintiff, he needed to deal

1 with Mohave, and also dealt with Mohave directly regarding the repairs. Plaintiff has a cause
2 of action against these defendants for breaching their fiduciary relationship with Plaintiff.

3 Fifth Cause of Action

4 4.7 Defendant Mohave has violated the statutory requirement of dealing in good
5 faith found in RCW 40.01.30 and RCW 19.86.020.

6
7 V.
PLAINTIFF'S DAMAGES

8 5.1 By reason of the acts of the Defendants, Plaintiff has suffered damages as
9 follows:

- 10 a. Loss of approximately \$75,000 to \$80,000 equity value in his truck,
11 b. Cost of out of pocket repairs in the approximate value of \$20,000.00,
12 c. Loss of revenue for the period during which he was unable to operate his truck
13 and thereby make earnings, which includes both the initial and subsequent
14 breakdown periods in the approximate value of \$10,000.00, and
15 d. The cost of attorney fees which will be determined at trial.

16
17 WHEREFORE, Plaintiff prays for relief as follows:

- 18 1. For judgment for the damages outlined above,
19 2. For costs and disbursement incurred in the pursuit of this matter,
20 3. For reasonable attorney fees as authorized by statute or contract, and
21 4. For such other relief as found equitable in this matter.

22 Dated this 3rd day of September, 2020.

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25 _____
ANTONI H. FROEHLING, WSBA #8271
Attorney for Plaintiff

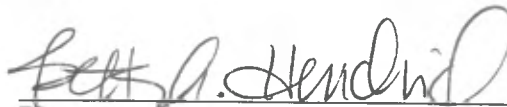
1 STATE OF WASHINGTON)

2 County of Pierce)
ss.

3 Antoni H. Froehling, being first duly sworn on oath, deposes and says: I am the
4 attorney for the Plaintiff in the above matter, that I have read the foregoing document, know
the contents thereof and believe the same to be true.

5
6 
ANTONI H. FROEHLING

7 SUBSCRIBED AND SWORN to before me this 3rd day of September, 2020.

8
9 
10 BETTY A. HENDRICKS
11 NOTARY PUBLIC in and for the State of
12 Washington residing at Sumner
13 My Commission Expires: 3/15/22
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JEFFREY C. GEHRMANN, married man,

Plaintiff,

NO. 20-2-06760-7

vs.

ACCEPTANCE OF SERVICE

KNIGHT-SWIFT TRANSPORTATION
HOLDINGS INC. f/k/a SWIFT
TRANSPORTATION CO. LLC, a foreign
corporation or limited liability company,
CR ENGLAND INC., a foreign corporation,
MOHAVE TRANSPORTATION
INSURANCE CO, a foreign corporation, and
INTERSTATE EQUIPMENT LEASING LLC.,
a foreign limited liability company,

Defendants.

Colin J. Troy, the attorney for Mohave Transportation Insurance Co., a defendant in the
above entitled matter, hereby acknowledges receipt of and accepts service of the Amended
Summons, Amended Complaint, and Order Setting Original Case Schedule in the above-
entitled action on behalf of the defendant Mohave Transportation Insurance Co.

DATED this _____ day of _____, 2020.

COLIN J. TROY, WSBA #46917
Attorney for Defendant Mohave

ACCEPTANCE OF SERVICE - 1

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FROEHLING HENDRICKS

A T T O R N E Y S A T L A W

Antoni H. Froehling
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Katie M. Hendricks
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September 3, 2020

Colin J. Troy
Wood, Smith, Henning & Berman LLP
520 Pike Street, Suite 1525
Seattle, WA 98101-4001

SEP 09 2020

Re: *Gehrmann v. Knight-Swift Transportation Holdings Inc., et al*

Dear Mr. Troy:

Enclosed please find the Amended Summons, Amended Complaint, and Order Setting Case Schedule regarding the above matter. I have amended the complaint to correct two defendants' names.

You indicated you would be willing to accept service on behalf of Mohave and if you are still willing, I have enclosed an Acceptance of Service for your review and signature. Please sign and return to my office if you are able to accept. If not, please advise my office and we will serve the registered agent.

Very truly yours,

ANTONI H. FROEHLING

AHF/bh
Enclosures